

PETITION OF APPEAL FROM DECISION OF
MIAMI-DADE COUNTY COMMUNITY ZONING APPEALS BOARD
TO THE BOARD OF COUNTY COMMISSIONERS

CHECKED BY tw AMOUNT OF FEE 399.00

RECEIPT# I 200101633

DATE HEARD: 12/04/01

BY CZAB# Area 8/ District 7

RECEIVED
DEC 21 2001

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.

BY E. Wells

DATE RECEIVED STAMP

This Appeal Form must be completed in accordance with the "Instruction for Filing an Appeal" and in accordance with Chapter 33 of the Code of Miami-Dade County, Florida, and return must be made to the Department on or before the Deadline Date prescribed for Appeal.

RE: Hearing No. CZ8-2/01-166

Filed in the name of (Applicant) PRECISION BODY & EQUIPMENT CORP.

Name of Appellant, if other than applicant S/A

Address/Location of APPELLANT'S property: 3755 N.W. 30 Ave., Miami, FL 33142

Application, or part of Application being Appealed (Explanation): We are herewith appealing conditions numbers 8, 9, and 11 of the recommendation made by staff for this application. (Please note that the resolution for this hearing has not yet been published and therefore appellant respectfully requests the right to amend this petition of appeal subsequent to receipt of the aforesaid resolution).

Appellant (name): Precision Body & Equipment

hereby appeals the decision of the Miami-Dade County Community Zoning appeals Board with reference to the above subject matter, and in accordance with the provisions contained in Chapter 33 of the Code of Miami-Dade County, Florida, hereby makes application to the Board of County Commissioners for review of said decision. The grounds and reasons supporting the reversal of the ruling of the Community Zoning Appeals Board are as follows:

(State in brief and concise language)

The predominate reason for appealing the above mentioned conditions are as follows:

1. condition 4 requires the applicant to submit to the department a landscaping plan, which will expand the existing landscaping at the site substantially. It is the applicants contention that additional landscaping will achieve the purpose of buffering this site from public view and therefore the required 6 ft. masonry wall is not necessary; said required wall would actually be a hardship because of the necessary maintenance due to graffiti and vandalism.

APPELLANT'S AFFIDAVIT OF STANDING

(must be signed by each Appellant)

STATE OF FLA

COUNTY OF MIAMI-DADE

Before me the undersigned authority, personally appeared

STEFAN LUND, PRES.
PRECISION BODY + EQPT CORP.

(Appellant) who was sworn and says that the Appellant has standing to file the attached appeal of a Community Zoning Appeals Board decision.

The Appellant further states that they have standing by virtue of being of record in Community Zoning Appeals Board matter because of the following:

(Check all that apply)

- ☐ 1. Participation at the hearing
☒ 2. Original Applicant
☐ 3. Written objection, waiver or consent

Appellant further states they understand the meaning of an oath and the penalties for perjury, and that under penalties of perjury, Affiant declares that the facts stated herein are true.

Further Appellant says not.

Witnesses:

Signature

Print Name

Signature

Print Name

Appellant's signature

Print Name

Sworn to and subscribed before me on the 10 day of DECEMBER, year 2001

Appellant is personally know to me or has produced _____ as identification.

Notary
(Stamp/Seal)

Commission Expires:



Norris R. Sandals
Commission #00829630
Expires May 9, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

APPELLANT MUST SIGN THIS PAGE

Date: 10 day of DECEMBER, year: 2001

Signed

STEFAN LUND, Pres.

Print Name

3755 NW 30 AVE

Mailing Address

MIAMI, FLA 33142

(305) 633-8199

Phone

Fax

REPRESENTATIVE'S AFFIDAVIT

If you are filing as representative of an association or other entity, so indicate:

PRECISION BODY + EQPT. CORP.

Representing

ASD

Signature

AMADOR (Rocky) ODIO

Print Name

4713 SW 8TH ST.

Address

MIAMI FLA 33134

City

State

Zip

(305) 803-3490

Telephone Number

Subscribed and Sworn to before me on the 10 day of Dec, year 2001

Thos A. Sandals

Notary Public

(stamp/seal)



Norris R. Sandals
Commission # GC 829630
Expires May 9, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Commission expires:

ZONING HEARING APPLICATION
METROPOLITAN MIAMI-DADE COUNTY
ALL FOLIO NUMBERS ARE REQUIRED

RECEIVED
1-166
MAY 07 2001

30- 3121-054-0010ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.BY [Signature]
Date Received Stamp

PLEASE TYPE OR PRINT LEGIBLY, IN INK, ALL INFORMATION ON APPLICATION

1. Name of Applicant PRECISION BODY & EQUIPMENT
- a. if applicant is owner, give name exactly as recorded on deed.
- b. if applicant is lessee, attach copy of valid lease of 1 year or more and Owner's Sworn-to-Consent form.
- c. if applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest form must be completed.

Mailing Address 3755 NW 30 AVECity MIAMI State FLA. Zip 33142Tel. # (during working hours) (305) 803-3490 Other _____2. Name of Property Owner CCAL CORPORATIONMailing Address 122 SALATOGA BLVDCity W. PALM BEACH State FLA. Zip 33411

Tel. # (during working hours) _____ Other _____

3. Contact Person AMADOR (Rocky) ODIOMailing Address 4711 TAMIANI TRAILCity MIAMI State FLA Zip 33134Tel. # (during working hours) (305) 803-3490 Other (305) 441-8001

4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION

- a. if subdivided, provide lot, block, complete name of subdivision, plat book and page number.
- b. if metes and bounds description, provide complete description, (including section, township and range).
- c. submit 7 copies of a survey if property is odd-shaped (1" to 300' scale).
- d. if separate requests apply to different areas, provide the legal description of each area covered by a separate request.
- e. attach a separate, typed sheet if necessary. Verify the legal is correct.

ALL OF TRACT A NORRANTONIO ACRESPB 127-575. Address or location of subject property: 3755 NW 30 AVE6. Size of property: _____ ft. X _____ ft. Acres 3.718 AC.7. Date subject property acquired ☐ or leased ☒ 14 day of Aug. 2000Term of lease ONE years/months.

8. Does property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property. (If lengthy, please type on a sheet labeled "Contiguous Property".)

ALL OF TRACT B3
NONANTONIO ACRES
PB 127-57

9. Is there an option to purchase ☒ or lease ☐ the subject property or property contiguous thereto? ☒ yes or ☐ no

If yes, who are the potential purchasers or lessees? (Complete section of Disclosure of Interest form, also.)

10. Present zoning classification(s): B30-3

11. REQUEST(S) COVERED UNDER THIS APPLICATION:

Please check the appropriate box and give a brief description of the nature of the request in the space provided. Be advised that all zone changes require a special exception to permit site plan approval except for rezoning to residential of 3 acres or less.

- ☒ District Boundary (Zone) Change(s): TN-1
Zone classifications requested _____
- ☐ Special Exception to permit Site Plan Approval for _____
- ☐ Unusual Use _____
- ☐ Use Variance _____
- ☒ Non-use Variance TO WAIVE SOLID WALL FOR A LINK FENCE
- ☒ Special Exception SITE PLAN APPROVAL
- ☐ Modification of previous resolution/plan _____
- ☐ Modification of Declaration or Covenant _____

12. Has a public hearing been held on this property within the last year & a half? ☐ yes ☒ no

If yes, applicant's name _____

Date of hearing _____

Nature of hearing _____

Decision of hearing _____

Resolution # _____

13. Is this hearing being requested as a result of a violation notice? ☐ yes ☒ no

If yes, give name to whom violation notice was served _____

Nature of violation _____

14. Are there any existing structures on the property? ☒ yes ☐ no

If yes, briefly describe ~~SEE A-10~~ Warehouse

15. Is there any existing use on the property? ☒ yes ☐ no

If yes, what is the use and when was it established? Use Truck BODY REPAIR SHOP

Established 8/2000

DISCLOSURE OF INTEREST*

If the property which is the subject of the application is owned or leased by a CORPORATION, list the principal stockholders and the percentage of stock owned by each. [Note: Where the principal officers or stockholders consist of another corporation(s), trustee(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

CCAL CORP

CORPORATION NAME

NAME, ADDRESS AND OFFICEPercentage of StockFrank ALONSO49%ALBERTO LOPEZ51%

If the property which is the subject of the application is owned or leased by a TRUSTEE, list the beneficiaries of the trust and the percentage of interest held by each. [Note: Where the beneficiary/beneficiaries consist of corporation(s), another trust(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

TRUST NAMENAME AND ADDRESSPercentage of Interest

If the property which is the subject of the application is owned or leased by a PARTNERSHIP OR LIMITED PARTNERSHIP, list the principals of the partnership, including general and limited partners. [Note: Where the partner(s) consist of another partnership(s), corporation(s), trust(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME

<u>NAME AND ADDRESS</u>	<u>Percentage of Ownership</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee or Partnership list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries or partners. [Note: Where the principal officers, stockholders, beneficiaries or partners consist of another corporation, trust, partnership or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

NAME

<u>NAME, ADDRESS AND OFFICE (if applicable)</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of contract: _____

Page 3

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust.

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

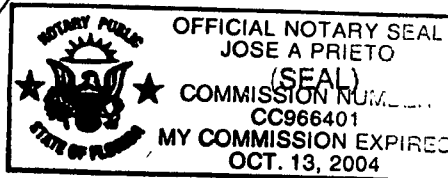
Signature: X Frank Apelo

(Applicant) X C.C.A.L. CORP V.P.

Sworn to and subscribed before me,

this 8 day of August, 2001

[Signature]
Notary Public, State of Florida at Large



My Commission Expires:

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made as of the 14TH day of August, 2000, between CCAL CORPORATION, a Florida corporation, hereinafter referred to as "LANDLORD", and PRECISSION BODY AND EQUIPMENT CORPORATION, a Florida corporation, hereinafter referred to as "TENANT".

WITNESSETH: That LANDLORD, for and in consideration of the covenants, agreements and conditions herein contained, on the part of TENANT to be kept and performed, does hereby demise and lease unto TENANT, and said TENANT does hereby hire and take from LANDLORD the "Premises", located at 3755 NW 30TH AVENUE, MIAMI, FLORIDA 33142.

1. TERM. The term of this Lease shall be from the commencement date hereof, which commencement date is 25th September 2000, and until twelve o'clock midnight on 31 August 2001, unless sooner terminated as hereinafter provided.

2. RENT. The TENANT agrees to pay to LANDLORD in lawful money of the United States the sum of \$82,290.00, which includes applicable State of Florida Sales Tax on the base annual rent of \$5,500.00 per month, plus the sum of \$12,000.00 for real estate tax, both payable in equal monthly installments of \$6,857.50, due on the 1st day of each and every month. Simultaneously with the execution hereof, the TENANT has paid the sum of \$5,000.00 to the LANDLORD (if by check, subject to collection), which constitutes the Deposit set forth in PARAGRAPH 3 hereof.

3. DEPOSIT: TENANT herewith deposits with LANDLORD the sum of \$5,000.00 ("Deposit"), which sum shall be held upon the following terms and conditions:

A. As security for the full and faithful performance by TENANT of the terms, conditions and covenants of this Lease.

B. As security for the return by TENANT to LANDLORD of the Premises and the appliances, major or otherwise, and any other personal property herein covered, in accordance with the terms of this Lease.

C. Said Deposit shall not be construed as, or applied in payment of, any rental herein reserved to be paid.

D. In the event of Default of any kind or nature by TENANT, then and in such event, LANDLORD may offset or apply said Deposit against actual loss or damage sustained by LANDLORD and TENANT shall redeposit with LANDLORD the amount so offset or applied by LANDLORD so that LANDLORD shall have the full Deposit on hand at all times; provided, however, that in no event shall LANDLORD be deprived of any other remedy, whether at law or reserved by the terms of this Lease, regardless of retention by LANDLORD of all or any portion of the aforesaid Deposit.

E. Within fifteen (15) days after expiration of the term of this Lease, and in the event that there has been no Default of any kind whatsoever on the part of TENANT, said Deposit shall be returned to TENANT or the LANDLORD shall give the TENANT written notice of the LANDLORD'S intention to impose a claim against Deposit on account of loss or damage to real property, any appliances or personal property situated in the premises, reasonable wear and tear excepted.

Landlord
Tenant

F. In the event of the sale, conveyance or transfer of the Premises, the LANDLORD shall have the right to transfer said Deposit to the Purchaser/Transferee and the LANDLORD shall thereafter be considered released by TENANT for all liability for the return of such Deposit and the TENANT shall look to the new Landlord solely for the return of said Deposit.

4. USE OF THE PREMISES. The Premises may be used for any lawful business consistent with the building's character. AL

~~5. REPAIRS AND MAINTENANCE. LANDLORD leases the Premises to the TENANT in "AS IS", "WHERE IS" condition and makes no representations or warranties regarding the condition of the structure or otherwise.~~

The Premises shall at all times be kept in good order, condition and repair by TENANT, and in a clean, sanitary and safe condition. TENANT shall, at its sole cost and expense, maintain and take care of and make necessary ~~and governmentally required~~ repairs, ~~structural~~ and otherwise, to the Premises, and all fixtures and equipment, including, but not limited to any windows, doors, locks, floor coverings, interior walls, lighting fixtures, ventilating and air conditioning equipment, plumbing and ~~sewage facilities~~. AL

6. UTILITIES. TENANT agrees to pay punctually for all utilities billed to the Premises, including but not limited to, water, gas, garbage collection, sewage disposal, telephone and electricity. The TENANT agrees to pay promptly said bills upon their receipt from the appropriate utility company, and in the event TENANT fails to pay these charges prior to their due date then TENANT shall be deemed to be a Default by TENANT and a breach of this Lease on the part of the TENANT. TENANT recognizes and acknowledges that the LANDLORD does not provide electricity or other utility services to the Premises. Accordingly, the LANDLORD shall not be liable for any failure or interruption of such services unless caused by the direct and willful negligence of the LANDLORD.

~~TENANT recognizes, acknowledges and agrees that all appliances and machinery are in good working condition as of the date hereof and TENANT'S taking possession of the Premises shall be conclusive evidence that all such appliances, equipment and machinery are in good working order and the premises are in good condition at the time the TENANT takes possession of the Premises~~ AL

7. REPAIRS. TENANT shall take good care of the Premises and the fixtures therein and shall make, as and when deemed necessary in the sole discretion of LANDLORD, all repairs in and about the Premises necessary to preserve them in good order and condition, which repairs shall be in quality and class equal to the original work. LANDLORD may repair, however, at the expense of TENANT, all damage or injury to the Premises, or to its fixtures, ~~appurtenances~~ or equipment, which damage or injury was done by TENANT or may be attributable to TENANT. AL

~~8. NO ADDITIONS OR ALTERATIONS BY TENANT. TENANT shall not make any changes or alterations in and upon the Premises of any nature whatsoever, including specifically, but not limited to, signs, lettering or placards, installation of additional or substituted locks or bolts in or upon any door, and the alteration or installation of any lighting fixture, without having first obtained consent in writing from LANDLORD. LANDLORD may remove or change, at TENANT'S cost and expense, any addition or alteration made by TENANT without LANDLORD'S consent.~~ AL

AL Landlord
AL Tenant

9. NOTICE. Any notice that either party hereto desires or is required to give to the other shall be in writing, and sent via certified mail, return receipt requested.

10. WAIVER OF LIABILITY. LANDLORD shall not be liable for, and TENANT hereby, for himself, his family, his invitees and licensees, releases, discharges and acquits LANDLORD from any and all claims for loss, damage or injury of any nature whatsoever to person or property resulting in any way from or in any fashion arising from, connected with or resulting from occupancy and use of the Premises and the property of which said Premises are a part, unless caused by the wilfully negligent act of LANDLORD.

TENANT shall indemnify, protect, defend and hold LANDLORD harmless from claims, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage (i) arising from or out of any occurrence in, upon, at or from the Premises; (ii) arising from the occupancy or use by TENANT of the Premises; (iii) caused by any act or omission by TENANT, its agents, contractors, employees or licensees; or (iv) resulting from a breach of this Lease by TENANT.

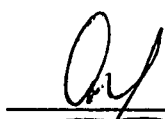
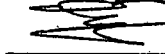
If, either as a matter of law or by reason of any provision contained herein, LANDLORD owes TENANT any duty or liability, TENANT may not hold LANDLORD liable for such nonperformance of such duty unless TENANT gives LANDLORD written notice specifying the particular matter in which LANDLORD is not discharging such duty and unless LANDLORD fails, within a reasonable time thereafter, to perform such duty or to eliminate the condition which caused such nonperformance of duty.

~~11. FURTHER COVENANTS OF TENANT. TENANT shall take good care of the Premises and the fixtures therein and shall keep the said Premises in good state of repair and in a sightly, healthy and clean condition so as to comply with all ordinances, laws, statutes, orders and regulations of any and all governmental entities having jurisdiction in this matter. In the event of termination of this Lease, whether because of expiration of the term or for any other reason, TENANT shall yield up to LANDLORD said Premises, and all chattels therein contained, in the same condition as the same existed on the day of commencement of the term of this Lease, loss by reasonable wear and tear excepted. In the event that TENANT fails or refuses to keep and perform the covenants, agreements and undertakings in this paragraph, LANDLORD may, at its option, enter the Premises for and on behalf of the TENANT to keep and perform said undertakings without such entry affecting the tenancy or terminating this Lease or TENANT's occupancy of the Premises. In such event, TENANT will reimburse LANDLORD for the cost and expense incurred thereby.~~

12. INSURANCE. At all times during the Lease Term, TENANT shall pay all premiums for and maintain in full force and effect, the following policies of insurance, with insurance companies admitted to do business in this State and carrying a current rating of at least A-VI in "Best's Insurance Guide":

A. Commercial General Liability Insurance in the amount of at least One Million and No/100 (\$1,000,000.00) Dollars per occurrence, ~~with a General Aggregate limit of at least Two Million and No/100 (\$2,000,000.00) Dollars.~~ TENANT further agrees that such insurance shall contain fire and extended coverage legal liability insurance.

~~B. Umbrella Liability coverage in the amount of at least Four Million and No/100 (\$4,000,000.00) Dollars.~~


Landlord

Tenant

~~C Business Interruption coverage in an amount sufficient to cover the Rent and other sums payable under this Lease for a period of running concurrently with TENANT's occupancy of the Premises.~~

~~D Statutory Worker's Compensation Insurance and Employer's Liability Insurance with minimum limits of at least \$500,000.00/\$500,000.00/\$500,000.00 with waiver of subrogation provided to LANDLORD.~~

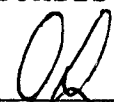
Each policy of insurance required by this Lease shall name LANDLORD and any holder of a Mortgage encumbering the Premises as additional insureds.

13. ASSIGNMENT OR SUBLEASING. TENANT shall neither sublet the Premises or any part thereof nor assign this Lease or any interest therein, nor mortgage or encumber this Lease, nor permit this Lease or any interest therein to become transferred by operation of law or otherwise without first obtaining, in each case, the prior written consent of LANDLORD.

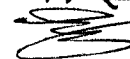
14. END OF TERM. Upon the expiration or other termination of the term of this Lease, TENANT shall quit and surrender the Premises to LANDLORD, broom-clean and in good condition, ordinary wear and tear excepted. TENANT shall remove all property of TENANT as directed by LANDLORD. TENANT's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. If TENANT shall fail to remove all personal property from the Premises on termination of this Lease, the LANDLORD may, at his option, remove same in the manner the LANDLORD shall choose, and store such effects without liability to TENANT for loss, and the TENANT agrees to pay LANDLORD all expenses incurred in such removal and/or storage. In the event TENANT does not make a claim to LANDLORD within thirty (30) days from the date of termination of this Lease for all personal property, TENANT shall be conclusively presumed to have abandoned such personal property and the LANDLORD may dispose of such property as LANDLORD deems appropriate in LANDLORD's sole and unfettered discretion, including, but not limited to, selling such personal property or merely giving such property away or throwing such property out..

15. PERSONAL PROPERTY. The Premises are furnished in whole or in part with personal property which belongs to the LANDLORD and which is likewise leased unto the TENANT and with reference to the personal property demised, the TENANT covenants and agrees with the LANDLORD to care for, maintain, preserve and keep in good state of repair the said personal property demised, and return it unto the LANDLORD at the conclusion of this Lease in the same condition in which it was received, ordinary wear and tear excepted.

16. RIGHT OF ENTRY. LANDLORD or his agent shall have the right to enter the Premises at all reasonable hours to examine them and to make such repairs and alterations as the LANDLORD may deem necessary with respect to the Premises, or to do whatever else might be necessary to insure the orderly and proper maintenance of the Premises. Unless prohibited by law, at any time the TENANT shall be in Default in the performance of any of the terms of the within Lease, the LANDLORD shall have the right, without qualification, to enter upon the Premises for the purpose of taking possession thereof, or for the purpose of ascertaining the nature or extent of any specific Default. Specifically, though without limitation, if the LANDLORD reasonably believes that an unauthorized assignment of the within Lease has been made or if the LANDLORD reasonably believes that any unauthorized persons are occupying or using the Premises in any manner inconsistent with the



Landlord



Tenant

WITH
THAT NO
EXCEPTIO
OF AFFLIA

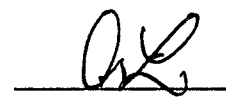
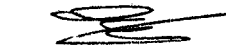
terms of this Lease, then and in either event, the LANDLORD shall have the right to enter upon the Premises for the purpose of ascertaining or attempting to ascertain the actuality thereof. LANDLORD shall never incur any legal liability of any type whatsoever for wrongful entry upon or use of the Premises if ultimately it develops that LANDLORD misapprehended the situation as it existed, so long as the LANDLORD was reasonable in assuming the existence of the facts or situation which caused him to act in the first place.

17. DEFAULT. If the TENANT shall fail to pay any installment of rent as and when it becomes due or if the TENANT should fail by any act of omission or commission to keep, perform and abide by each and every one of the terms, conditions, covenants and agreements in this Lease covenanted by the TENANT to be kept and performed, then and in any of such events, the TENANT will be deemed in Default hereunder. If the TENANT should become in Default hereunder, the LANDLORD will have any and all of the rights and remedies which the law of Florida confers upon a LANDLORD against a TENANT in Default. If by reason of the TENANT's being or becoming in Default hereunder, the LANDLORD employs an attorney at law to enforce or otherwise protect the LANDLORD's rights hereunder, then the TENANT will owe and will pay to the LANDLORD reasonable attorney's fees, whether suit be instituted or not, and all costs of court incurred or expended by LANDLORD. The rights and remedies of LANDLORD under this Lease are cumulative and nonexclusive and the use of one shall not be taken to exclude or waive the right of the use of any other and the LANDLORD shall be entitled to pursue any and all rights and remedies available to the LANDLORD under and pursuant to this Lease, by law or otherwise. The mention in this Lease of any particular remedies shall not preclude LANDLORD from any other remedy.

In addition to the foregoing and without waiving any other available right or remedy afforded herein or by law, LANDLORD shall be entitled to a late charge, payable as additional rent, on any payment not made when due equal to the greater of eighteen (18%) percent per annum or the maximum percentage permitted by law. A service charge of the greater of one hundred (\$100.00) dollars or ten (10%) percent will be assessed, as additional rent, for handling a returned check. *IT IS UNDERSTOOD THAT THERE WILL BE A 10 DAY GRACE PERIOD FROM THE DUE DATE OF THE RENT.*

18. REMOVAL FOR OBJECTIONABLE CONDUCT. If the LANDLORD shall at any time deem the tenancy of the TENANT undesirable by reason of objectionable or improper conduct on the part of the TENANT, its employees or customers, or by reason of conduct or actions of the person(s) aforesaid, or any of them, then the LANDLORD shall have the right to terminate this Lease if such conduct continues for more than three (3) days following LANDLORD's Notice to TENANT to cease such conduct, and the term of this Lease shall terminate upon the expiration of the then current month and the LANDLORD shall thereupon be entitled to immediate possession of the Premises and may take possession thereof without legal process, or may avail itself of any remedy provided by law for the restitution of possession, in which event, however, TENANT shall be liable for payment of all costs in connection therewith.

19. SUBORDINATION. TENANT agrees that this Lease shall be subordinate to each and every Mortgage that is now or may hereafter be placed upon the Premises and to any and all advances to be made and assignments, extensions and future advances of these Mortgages. TENANT agrees, upon request, to execute any document that LANDLORD's Lender or potential lender deems necessary to accomplish that end.

 Landlord
 Tenant

20. KNOWLEDGE OF CONTENTS. The parties to this Lease, by the signing and execution thereof, admit and acknowledge that they have read this instrument and have knowledge of all matters, things, conditions, stipulations, promises, covenants and agreements herein set forth.

21. INVALID PROVISION. If this Lease or any portion hereof or any other instrument by way of reference incorporated herein shall contain any term or provision which shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each and every term, provision and portion thereof otherwise valid shall remain valid and be enforced to the fullest extent permitted by law.

22. ATTORNEY'S FEES. In the event of the employment of an attorney by LANDLORD because of the violation of any term or provision of this Lease by TENANT or to enforce LANDLORD's rights hereunder, TENANT shall pay LANDLORD's reasonable attorney's fees and court costs, including appellate court costs and attorney's fees, if any.

Notwithstanding the foregoing, if either party brings suit under this Lease, the prevailing party shall be awarded attorney's fees and costs, whether incurred before trial, at trial or on appeal.

23. ANIMALS. No animals or pets shall be permitted on the premises without the prior written consent of the LANDLORD.

24. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to modify or discharge the terms and provisions of this Lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought.

25. LANDLORD'S CONSENT. Wherever the consent of the LANDLORD is required under the terms and conditions of this Lease, unless expressly otherwise provided, LANDLORD may grant or withhold such consent in its sole and unfettered discretion.

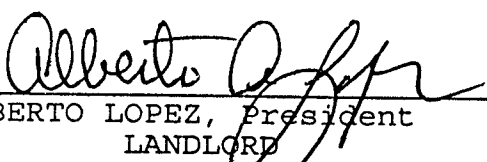
26. HAZARDOUS WASTE. TENANT, its officers, directors, employees, contractors, agents and invitees shall not permit the presence, handling, storage or transportation of hazardous or toxic materials in or about the Premises, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of any government agency having jurisdiction and the applicable board of insurance underwriters. In no event shall hazardous waste be disposed of in or about the Premises.

THE PARTIES HERETO have executed this Lease Agreement on the day and year first written above.

CCAL CORPORATION, a Florida corporation

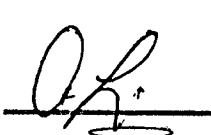
PRECISION BODY AND EQUIPMENT CORPORATION, a Florida corp.

By:


ALBERTO LOPEZ, President
LANDLORD

By:


TENANT

 Landlord

 Tenant

**Owner's Sworn-to-Consent
Permitting Tenant to File for a Hearing
(Corporation)**

On behalf of CCAL Corp., a FLORIDA (state) corporation, _____ being first duly sworn, deposes and says that as the President/Vice-President, or CEO (circle one) of the aforesaid Corporation, which is the Owner of the property legally described below and which is the subject property of the proposed hearing, does hereby grant consent to Precision Body & Equipment Corp as Tenant to file this application for a public hearing.

Legal Description:

TRACT A NORANTONIO ACRES
DB 127 PAGE 57 OF THE PUBLIC
RECORDS OF DADE COUNTY, FLORIDA

Witnesses:

[Signature]
Signature

Frank Hernandez
Print Name

[Signature]
Signature

Raul Lopez
Print Name

C.C.A.L CORP

Name of Corporation

Address:

122 SARAGUQUA BLVD.
WEST PALM BEACH 33411

By F. Alonso
President, Vice-President or CEO* (circle one)

[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by Frank Alonso, of CCAL Corp corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification.

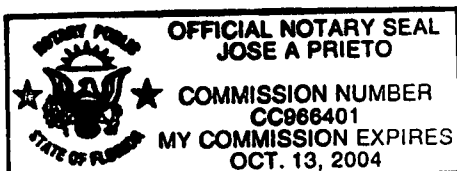
Witness my signature and official seal this 9 day of May, 2004, in the County and State aforesaid.

[Signature]

Notary Public-State _____

Jose A. Prieto
Print Name

My Commission Expires:



OWNERSHIP AFFIDAVIT
FOR
CORPORATION

RECEIVED
1-166
MAY 07 2001

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.

STATE OF Florida

Public Hearing No. 8

COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared V.P Frank Alonso, hereinafter the Affiant(s), who being first duly sworn by me, on oath, deposes and says:

1. Affiant is the president, vice-president or CEO of the V.P Frank Alonso CCAL Corporation, with the following address:

2. The Corporation owns the property which is the subject of the proposed hearing.

3. The subject property is legally described as:

ANTONIO ACRES

4. Affiant is legally authorized to file this application for public hearing.

5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature
FRANK HERNANDEZ
Print Name

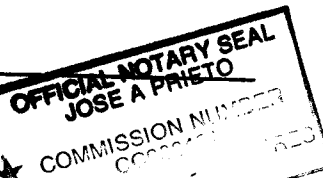
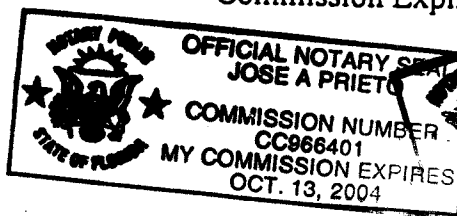
[Signature]
Affiant's signature
FRANK ALONSO
Print Name

Signature
Print Name

Sworn to and subscribed before me on the 6 day of February, 2001.
Affiant is personally known to me or has produced _____ as
identification.

[Signature]
Notary
(Stamp/Seal)
Commission Expires:

[b:forms/afficorp.sam (3/96)]



**APPLICANT'S AFFIDAVIT
OWNER OR TENANT AFFIDAVIT**

I, _____, being first duly sworn, depose and say that I am the
☐ owner ☐ tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

Signature

Sworn to and subscribed to before me
this _____ day of _____, _____

Notary Public

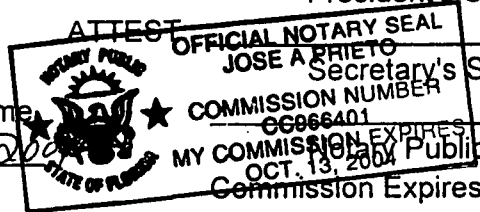
Commission Expires _____

CORPORATION AFFIDAVIT

We, E. C. A. L. CORP., being first duly sworn, depose and say that we are the ☐ President ☒ Vice President, and ☐ Secretary ☐ Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the ☐ owner ☐ tenant of the property described herein and which is the subject matter of the proposed hearing. We understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

[Signature]
President's Signature

(Corp. Seal)



[Signature]
Secretary's Signature

Sworn to and subscribed to before me
this 6 day of February, 2004

Notary Public
Commission Expires _____

PARTNERSHIP AFFIDAVIT

We, the undersigned, being first duly sworn depose and say that we are partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; that all answers to the questions in said application and all sketches, data, and other supplementary matter attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said partnership is the ☐ owner/ ☐ tenant of the property described herein which is the subject matter of the proposed hearing. We understand this application must be complete and accurate before the application can be submitted and hearing advertised.

Name of Partnership)

By _____ %
By _____ %

By _____ %
By _____ %

Sworn to and subscribed to before me
this _____ day of _____, _____

Notary Public

Commission Expires _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing; that all answers to the questions in this application, and all sketch data and other supplementary matter attached and made a part of this application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

Signature

Sworn to and subscribed to before me
this _____ day of _____, _____

Notary Public

Commission Expires _____

OWNERSHIP AFFIDAVIT
FOR
CORPORATION

STATE OF Florida

Public Hearing No. 1-1606

COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Frank Alonso,
hereinafter the Affiant(s), who being first duly sworn by
me, on oath, deposes and says:

1. Affiant is the president, vice-president or CEO of the V.P. Frank Alonso
C.C.A.L. Corporation, with the following address:

2. The Corporation owns the property which is the subject of the proposed hearing.
3. The subject property is legally described as:
WORWENTONIC ACRES
4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature
Frank Hernandez
Print Name

F. Alonso
Affiant's signature

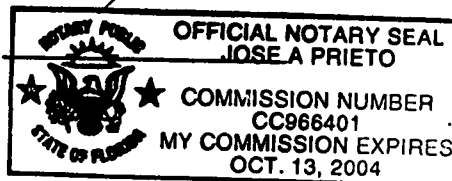
Print Name

Signature

Print Name

Sworn to and subscribed before me on the 6 day of February, 1999
Affiant is personally known to me or has produced _____ as
identification.

Notary
(Stamp/Seal)
Commission Expires:



**APPLICANT'S AFFIDAVIT
OWNER OR TENANT AFFIDAVIT**

I, _____, being first duly sworn, depose and say that I am the
☐ owner ☐ tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

Sworn to and subscribed to before me
this _____ day of _____, _____

Signature

Notary Public

Commission Expires _____

CORPORATION AFFIDAVIT

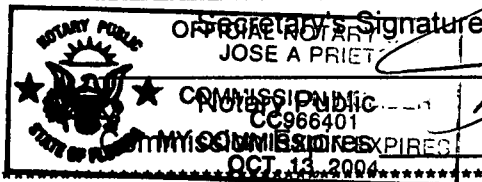
We, CCAL CORP, being first duly sworn, depose and say that we are
the ☐ President ☒ Vice President, and ☐ Secretary ☐ Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the ☐ owner ☐ tenant of the property described herein and which is the subject matter of the proposed hearing. We understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

[Signature]
President's Signature

(Corp. Seal)

ATTEST:

Sworn to and subscribed to before me
this 6 day of February, 2001.



PARTNERSHIP AFFIDAVIT

We, the undersigned, being first duly sworn depose and say that we are partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; that all answers to the questions in said application and all sketches, data, and other supplementary matter attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said partnership is the ☐ owner/ ☐ tenant of the property described herein which is the subject matter of the proposed hearing. We understand this application must be complete and accurate before the application can be submitted and hearing advertised.

Name of Partnership)

By _____ %
By _____ %

By _____ %
By _____ %

Sworn to and subscribed to before me
this _____ day of _____, _____

Notary Public

Commission Expires _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing; that all answers to the questions in this application, and all sketch data and other supplementary matter attached and made a part of this application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

Signature

Sworn to and subscribed to before me
this _____ day of _____, _____

Notary Public

Commission Expires _____

**APPLICANT'S AFFIDAVIT
OWNER OR TENANT AFFIDAVIT**

I, _____, being first duly sworn, depose and say that I am the
☐ owner ☐ tenant of the property described and which is the subject matter of the proposed
hearing; that all the answers to the questions in this application, and all sketch data and other
supplementary matter attached to and made a part of the application are honest and true to the best
of my knowledge and belief. I understand this application must be complete and accurate before
the application can be submitted and the hearing advertised.

Sworn to and subscribed to before me
this _____ day of _____, _____

Signature

Notary Public

Commission Expires _____

CORPORATION AFFIDAVIT

We, CCAL Corp, being first duly sworn, depose and say that we are
the ☐ President ☒ Vice President, and ☐ Secretary ☐ Asst. Secretary of the aforesaid
corporation, and as such, have been authorized by the corporation to file this application for public
hearing; that all answers to the questions in said application and all sketches, data and other
supplementary matter attached to and made a part of this application are honest and true to the
best of our knowledge and belief; that said corporation is the ☐ owner ☐ tenant of the property
described herein and which is the subject matter of the proposed hearing. We understand this
application must be complete and accurate before the application can be submitted and the hearing
advertised.

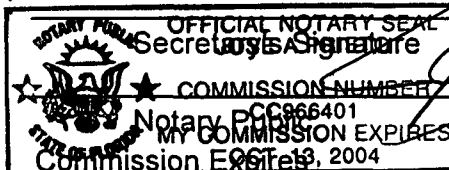
P. Alonzo

President's Signature

(Corp. Seal)

ATTEST:

Sworn to and subscribed to before me
this 6 day of February, 2001



PARTNERSHIP AFFIDAVIT

We, the undersigned, being first duly sworn depose and say that we are partners of the hereinafter
named partnership, and as such, have been authorized to file this application for a public hearing;
that all answers to the questions in said application and all sketches, data, and other supplementary
matter attached to and made a part of this application are honest and true to the best of our
knowledge and belief; that said partnership is the ☐ owner/ ☐ tenant of the property described
herein which is the subject matter of the proposed hearing. We understand this application must be
complete and accurate before the application can be submitted and hearing advertised.

By _____ % By _____ %
By _____ % By _____ %
Name of Partnership) _____ %

Sworn to and subscribed to before me
this _____ day of _____, _____

Notary Public

Commission Expires _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida
Attorney at Law, and I am the Attorney for the Owner of the property described and which is the
subject matter of the proposed hearing; that all answers to the questions in this application, and all
sketch data and other supplementary matter attached and made a part of this application are honest
and true to the best of my knowledge and belief. I understand this application must be complete
and accurate before the application can be submitted and the hearing advertised.

Signature

Sworn to and subscribed to before me
this _____ day of _____, _____

Notary Public

Commission Expires _____

OWNERSHIP AFFIDAVIT
FOR
CORPORATION

STATE OF Florida

Public Hearing No. 1-1606

COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Frank Alonso,
hereinafter the Affiant(s), who being first duly sworn by
me, on oath, deposes and says:

1. Affiant is the president, vice-president or CEO of the V.P Frank Alonso
C.C.A.L Corporation, with the following address:

2. The Corporation owns the property which is the subject of the proposed hearing.
3. The subject property is legally described as:
WORMECONIC ACRES
4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature
FRANK HEANADER
Print Name

[Signature]
Affiant's signature

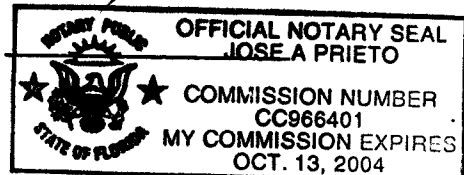
Print Name

Signature

Print Name

Sworn to and subscribed before me on the 6 day of February, 1999
Affiant is personally known to me or has produced _____ as
identification.

Notary
(Stamp/Seal)
Commission Expires:



POWER OF ATTORNEY FOR
PUBLIC HEARING

I THE UNDERSIGNED, do by these presents hereby make, constitute and appoint
AMADOR O'DIO, JR of the County of MIAMI-DADE and the State of
FLORIDA, true and lawful Attorney-in-Fact for me and in my name, place, stead, to
sign on my behalf, and do all acts necessary, including speak at a public hearing in furtherance of an
application for Public Hearing No. _____ with Dade County for a hearing before the Zoning
Appeals Board or County Commission of Dade County. (Explain nature of hearing).

REZONE PROPERTY TO I.U.-1

concerning the property described as:

Granting and giving unto said Attorney-in-Fact, full authority and power to do and perform any
and all acts necessary or incident to the performance and execution of the powers herein above expressly
granted, with power to do and perform all acts authorized hereby, as fully to all intents and purposes as
the grantor might or could do if personally present, with full power of substitution.

Signed, witnessed, executed and acknowledged on this 6 day of February, 199001.

WITNESSES:

[Signature]
Signature
Frank Hernandez
Print Name

Signature

Print Name

C.C.A.L. CORP
Name of Corporation
Frank Alonso
Print Name
Address: 122 S. GATHER BLVD
W. PALM BEACH 33411
by V.P. F. Alonso
(President, Vice-President or CEO*)

[*Note: all others require attachment of original
corporate resolution of authorization]

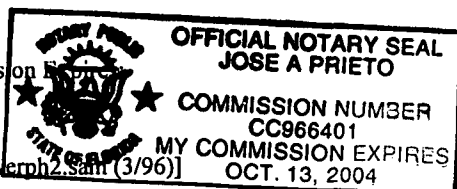
STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by Frank Alonso the
President of C.C.A.L. Corp corporation, on behalf of
(Title) (Name)

the corporation. He/She is personally known to me or has produced _____, as
identification.

Witness my signature and official seal this 6 day of February, 2001, in the
County and State aforesaid.

My Commission Expires



[b:forms/powerph2.sam (3/96)]

Notary Public-State of Florida
Jose A. Prieto
Print Name

01-1660

Date: 02/06/01

Public Hearing No: _____

RESPONSIBILITIES OF THE APPLICANT

PLEASE READ CAREFULLY BEFORE SIGNING.

I hereby acknowledge that I am aware that the Department of Environmental Resources Management (DERM), the Public Works Department, and other County agencies review each zoning application and proffer comments that may affect its scheduling and outcome. These comments sometimes include requirements for an additional public hearing before DERM's Environmental Quality Control Board, (the EQCB) or other County boards, and/or the preparation and execution of agreements to run with the land which are recorded, prior to scheduling. I understand that it is my responsibility as the applicant or applicant's representative to promptly follow through with the Compliance of DERM or Public Works requirements or to advise this office in writing if the application will not go forward and may be considered withdrawn. Contact with the above mentioned agencies is advised during the hearing process. You may obtain the telephone numbers and locations of the reviewing departments at the Zoning hearings Counter.

Fees: Further I understand that the hearing fees paid at the time of filing may not be the total cost of the hearing, that I will be advised of the following fees which must be paid promptly: additional radius fee, deferral or readvertising fee (if applicant requests deferral), revision fee, and/or other fees assessed for changes or additions to the hearing application or plans. I am aware that applications withdrawn within 60 days of the date of filing are eligible for refund of 50% of the hearing fee. After that time, hearings that are withdrawn or returned for inaction will not be eligible for a refund.

Permit Requirements: I also understand that the South Florida Building Code may contain requirements that affect my ability to obtain a required building permit from the Department of Planning, Development and Regulations (10th Floor) for my project, even if my zoning application is approved at public hearing. I am aware that a Building Permit is required for all construction and that I am responsible for obtaining the required permits, all required inspections, and the Certificate of Use and Occupancy or Certificate of Completion for any and all structures and additions whether proposed or existing without permits. Additionally, I am aware that a Certificate of Use and Occupancy must be obtained for the use of the property, after it has been approved at Zoning Hearing, and that failure to obtain the required permits and/or Certificates of Completion or Use and Occupancy will result in the initiation of Enforcement action against the occupant and owner. I further understand that submittal of the Zoning Hearing application will not necessarily forestall enforcement action against the property.

Residential construction within 2 miles of a Blasting Site: Persons applying for a residence or residential development located within two miles of a permitted rock mining operation where blasting is permitted must record in the public records of Miami-Dade County a notice that the proposed development is within two miles of the blasting site, prior to the issuance of the first development permit. The notice must provide the location of the blasting site and state that such blasting is regulated by Chapter 13 of the Code of Metropolitan Miami-Dade County. Notice must be given to and signed by buyers with purchase contracts within the development. Maps showing permitted rock mining operations where blasting is permitted in Miami-Dade County are available in the Department of Planning, Development and Regulation (DPDR) and in the Public Works Department. Any developer may request a written opinion from the Director of Public Works as to whether a development is located within the two-mile area.

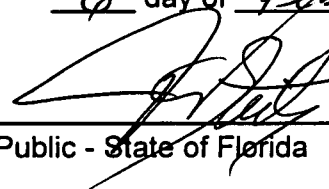


(Signature)



(Print Name)

Notary: Sworn to and subscribed before me this
6 day of February, 2001


Notary Public - State of Florida

My commission expires _____

